

LAVIN, CEDRONE, GRAVER, BOYD & DISIPIO
Formed in the State of PA
Regina Cohen
Suite 500 190 North Independence Mall West 6th & Race Streets
Philadelphia, PA 19106
Tel: (215) 351-7551
Fax: (215) 627-2551
E-mail: RCohen@lavin-law.com
Attorney for Movant

ATTORNEY FOR MOVANT: CAPITAL ONE AUTO FINANCE, A DIVISION OF CAPITAL ONE, N.A.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN DIVISION**

IN RE:	§	CASE NO. 24-14371-JNP
	§	
DAVID PAUL CHMIELEWSKI, Debtor	§	CHAPTER 7

CERTIFICATION IN SUPPORT OF MOTION

The undersigned, a duly authorized representative for Capital One Auto Finance, a division of Capital One, N.A., does hereby certify that:

1. I am employed as a COAF Ops Sr. Coordinator by Capital One Auto Finance, a division of Capital One, N.A. ("Movant") and am familiar with the account which the Movant maintains for the Debtor David Paul Chmielewski, and I am authorized to make this Certification.
2. On or about January 25, 2023, Debtor David Paul Chmielewski entered into a Retail Installment Sales Contract ("Contract") involving a loan in the amount of \$16,333.85 for the purchase of a 2018 Dodge Grand Caravan Extended Passenger Van SXT 3.6L V6.
3. The vehicle secured by the Contract has V.I.N. 2C4RDGCG8JR208096. See copy of Contract attached hereto and marked as Exhibit "A".
4. The Movant is the assignee of the Contract.
5. The Movant is the only lien holder of record with regard to the vehicle. See copy of the Certificate of Title attached hereto and marked as Exhibit "B".
6. The above-described vehicle is encumbered by a lien in favor of the Movant; the account has a payoff in the amount of \$16,336.69, plus other appropriate charges through June 02, 2024,

though subject to change. The regular monthly payment is \$379.13 at an interest rate of 16.330%.

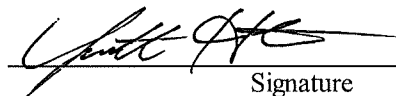
7. The Statement of Intention calls for surrender of Collateral.
8. Pursuant to the provisions of the Contract, the Debtor David Paul Chmielewski has defaulted by failing to make payments and Movant is entitled to possession of the vehicle as a result of the default.

a. Contract Date:	January 25, 2023
b. Date of Last Payment:	January 17, 2024
c. Amount of Last Payment:	\$379.13
d. Last Payment Applied to Date:	Dec.2023
e. Payment Amount:	\$379.13
f. Balance as of June 02, 2024:	\$16,336.69
g. Pre-Petition Arrears:	\$1,516.52
h. Post-Petition Arrears:	\$379.13
i. Other Fees and Charges	\$0.00
j. Attorney's Fees and Costs:	\$0.00
TOTAL DELINQUENCY	\$1,895.65

9. The Eastern Edition of N.A.D.A. Official Used Car Guide indicates and adjusted retail value of \$13,000.00. See copy of N.A.D.A. report and marked as Exhibit "C".

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DATED: 06/17/2024


Signature

Yvette Hutchison
COAF Ops Sr. Coordinator